

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

LOCALS 302 AND 612 OF THE
INTERNATIONAL UNION OF
OPERATING ENGINEERS
CONSTRUCTION INDUSTRY HEALTH
AND SECURITY FUND; LOCALS 302
AND 612 OF THE INTERNATIONAL
UNION OF OPERATING ENGINEERS-
EMPLOYERS CONSTRUCTION
INDUSTRY RETIREMENT FUND;
ALASKA OPERATING ENGINEERS-
EMPLOYERS TRAINING TRUST FUND;
and LOCAL 302 INTERNATIONAL
UNION OF OPERATING ENGINEERS,

Plaintiffs,

v.

ALASKA INDUSTRIAL LLC, an Alaska
limited liability company,

Defendant.

NO.

COMPLAINT TO COLLECT TRUST
FUNDS AND UNION DUES

COUNT ONE

Plaintiff Operating Engineers-Employers Welfare, Pension, and Training Trust
Funds allege:

COMPLAINT TO COLLECT TRUST FUNDS
AND UNION DUES
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I.

They are unincorporated associations operating as Trust Funds pursuant to Section 302 of the Labor Management Relations Act of 1947, as amended, under the respective names of Locals 302 and 612 of the International Union of Operating Engineers-Construction Industry Health & Security Fund, Locals 302 and 612 of the International Union of Operating Engineers-Employers Construction Industry Retirement Fund, and Alaska Operating Engineers-Employers Training Fund, to provide medical, retirement, and training benefits to eligible participants. Plaintiffs' offices are located in King County, Washington.

II.

The Court has jurisdiction over the subject matter of this action under Section 502 (e)(1) and (f) of the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. §1132 (e)(1) and (f) and under Section 301 (a) of the Taft-Hartley Act, 29 U.S.C. §185 (a).

III.

Venue is proper in this district under Section 502 (e)(2) of ERISA, 29 U.S.C. §1132 (e)(2), because Plaintiff Trusts are administered in this district.

IV.

Defendant is an Alaska limited liability company.

V.

Defendant is bound to a collective bargaining agreement with Local 302 of the International Union of Operating Engineers (hereinafter "Local"), under which

1 Defendant is required to promptly and fully report for and pay monthly contributions
2 to the Plaintiff Trusts at varying, specified rates for each hour of compensation
3 Defendant pays to its employees who are members of the bargaining unit
4 represented by the Local (such bargaining unit members are any of Defendant's part
5 time or full time employees who perform any work task covered by the Defendant's
6 labor contract with the Local, whether or not those employees actually join the
7 Local).

8
9 VI.

10 Defendant accepted Plaintiffs' respective Agreements and Declarations of
11 Trust and thereby agreed to pay to each of Plaintiff Trusts liquidated damages equal
12 to twelve percent (12%) of all delinquent and delinquently paid contributions, or
13 \$25.00 per month, whichever sums are greater, and twelve percent (12%) annual
14 interest accruing upon each monthly contribution delinquency from the first day
15 thereof until fully paid, as well as all attorneys fees and costs, including audit
16 expenses if applicable, which Plaintiffs incur in collection of Defendant's unpaid
17 obligations.

18
19 VII.

20 Defendant submitted its remittance reports for the month of April 2019, but
21 failed to pay contributions for that month. The total contributions owed for said
22 month are \$9,445.82. Based on Defendant's unpaid contributions for the month of
23 April, 2019, Defendant is further obligated for liquidated damages in the amount of
24 \$1,154.57, as well as interest accruing and attorney's fees and costs.
25

COUNT TWO

Plaintiff, Local 302 of the International Union of Operating Engineers (hereinafter "Local"), alleges:

I.

It is a labor organization with its principal offices in King County and brings this action pursuant to Section 301 of the Labor Management Relations Act of 1947, as amended.

II.

Defendant is an Alaska limited liability company.

III.

Defendant entered into an agreement with the Local, whereunder Defendant agreed to deduct from the periodic paychecks of its employees who are represented by the Local, specified amounts for each hour of compensation Defendant pays to those employees and to remit the total thus deducted each month to the Plaintiff Local no later than the fifteenth (15th) of the month immediately following the month in which such deductions were made.

IV.

Defendant submitted its remittance report for the month of April 2019, but failed to pay Local 302 the amounts due for that month. The total amount owed for said month is \$595.73.

WHEREFORE, Plaintiffs pray the Court as follows:

1. That plaintiff Trust Funds be granted judgment against Defendant under

COUNT ONE for:

- a. All delinquent contributions due;
- b. All liquidated damages and pre-judgment interest due;
- c. All attorney's fees and costs incurred by Plaintiffs in connection with Defendant's unpaid obligations; and
- d. Such other and further relief as the court may deem just and equitable.

3. That Plaintiff Trusts be granted judgment against Defendant under **COUNT**

TWO for:

- a. All amounts owing to it by the Defendant; and
- b. Such other and further relief as the court may deem just and equitable.

DATED this 17~~th~~ day of March, 2020.

REID, McCARTHY, BALLEW & LEAHY,
L.L.P.



Russell J. Reid, WSBA #2560
Attorney for Plaintiffs